

BellSouth Telecommunications, Inc. Suite 2104 333 Commerce Street Nashville, TN 37201-3300

Charles L. Howorth, Jr. Regulatory Vice President

615 214-6520 Fax 615 214-8858

August 27, 2002

RECEIVED

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Mr. Joe Werner, Chief Telecommunications Division Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee

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DOCKET NO.

Dear Mr. Werner:

SUBJECT: Tariff Filing for Contract Service Arrangement TN02-B953-00

Attached is a Contract Service Arrangement tariff filing of BellSouth Telecommunications, Inc., issued August 27, 2002. We request that this tariff be effective on September 26, 2002.

General Subscriber Services Tariff A

Section A5 - Original Page 341

This Contract Service Arrangement is being submitted to the Tennessee Regulatory Authority for review and approval. Details may be found in the Executive Summary which is included with this filing package.

We appreciate your returning a receipted copy as evidence of this tariff filing. Please call Paul Stinson at 214-3839 if you have questions or wish to discuss.

Yours truly,

Attachment

Paul Stenson /for

EXECUTIVE SUMMARY CSA NO. TN02-B953-00

INTRODUCTION

The purpose of this filing is to introduce a Contract Service Arrangement that provides the customer with BellSouth® Primary Rate ISDN - Voice/Data (Standard) service.

DESCRIPTION OF SERVICE:

This Contract Service Arrangement provides BellSouth® Primary Rate ISDN - Voice/Data (Standard) service as described in A42.3 of the General Subscriber Services Tariff.

DESCRIPTION OF CONTRACT SERVICE ARRANGEMENT

This Contract Service Arrangement is for a term of 2 years. All individual rates, terms and conditions for services provided under this contract are contained in the contract included with this filing.

REVENUE AND COST INFORMATION

Revenue and cost information associated with this contract is filed under separate cover and is subject to a proprietary agreement.

EFFECTIVE: September 26, 2002

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TENNESSEE ISSUED: August 27, 2002 BY: President - Tennessee Nashville, Tennessee

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

A5.6.1 Rates and Charges (Cont'd)

The following is a listing of rates and charges to subscribers requiring contract service arrangements: (Cont'd) Case No. TN02-B953-00

This Contract Service Arrangement provides for BellSouth® Pr minimum service period of twenty-four (24) months. Addi contract have been filed with the Tennessee Regulatory A customers.				(N)
(1) BellSouth® Primary Rate ISDN service				(N)
 (a) Access Line, each (b) Interface, each - Voice/Data (Standard) (c) B-Channel, each - Voice/Data (Standard) (d) Telephone Numbers, per telephone number requeste inward and 2-way (2) MegaLink® Plus Local channel 1.544 Mbps 	Nonrecurring Charge \$ cd -	24 Months Monthly Rate \$- 375.00 18.00 .20	USOC 1LD1F PR71V PR7BV PR7TF	(N) (N) (N) (N)

Registered Service Mark of BellSouth Intellectual Property Corporation
 BellSouth is a registered trademark of BellSouth Intellectual Property Corporation

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CONTRACT SERVICE ARRANGEMENT ACREEMENT Case Number TN02-13953-00

This Contract Service Arrangement Agreement ("Agreement") Is by and between BellSouth Telecommunications, Inc., a Georgia corporation, db/a BollSouth, ("Company") and ("Customer or Subscriber"), and is entered into pursuant to Tariff Section AS & RS of the General Subscriber & Private Line Services Tariff. This Agreement is based upon the lishlowing terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

- 1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and nonreporting rates, charges, and conditions as described in the Atlachmont(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agricument. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
- 2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed survices required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tatiffed services.
- 3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event my part of this Agreement conflicts with terms and conditions of Company's or any of its offiliated companies' lawfully filed and approved tariffs.
- 4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect,
- 5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithslanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had
- 6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth: If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay off reasonable costs associated with its failure to meet its

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Page i of a

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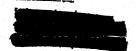
CONTRACT SERVICE ARRANGEMENT AGREEMENT Case Number TN02-1953-00

- 7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agrooment, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in the Auachmeni(s).
- 7. (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a confilled resoller of BellSouth local survices and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber Wll not be billed termination charges. I inwover, Subscriber agrees that in the event it fails to meet its oblightions under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled actwork elements, Subscriber will be billed, as appropriate, termination charges as specified in
 - 8. This Agreement shall be construed in accordance with the laws of the State of Tennessee.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage propaid, addressed to the appropriate party at the address set forth below. Hither party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice

Company

BellSouth Telecommunications, Inc. Assistant Vice President 333 Commerce St Nashville, TN 37201

Subscriber



10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the

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CONTRACT SERVICE ARRANGEMENT AGREEMENT Case Number TN02-1953-00

1). In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

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CONTRACT SERVICE ARRANGEMENT

AGREEMENT

Case Number '1N02-H953-00

Option 1 of 1

Offer fixpiration: This offer shall expire on: 9/5/02.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (C.S.A.) provides for RellSouth Primary Rate ISDN -

This Agreement provides for a twenty-four (24) month minimum service period. (Notes 1,2,4)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their cluly authorized representatives on the dutes set forth below.

Accepted by:

Subscriber:

Printed Name:

Tille:

Date:

Company:

RellSouth Telecommunications, Inc.

Anthorized Algunture

By: BollSouth Telecommunications, Inc.

By:

Authorized Signature

Printed Name:

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CONTRACT SERVICE ARRANGEMENT

AGREEMENT Case Number TN02-B953-00 Option 1 of t

RATES AND CHARGES

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	Rate Blement	Norl-Recurring	Monthly Rate USOC
1.	MegaLink® Plus Local Channel 1.544 Mbps, each	\$.00	\$126.00 P2JP1
2.	BollSoutheo ISDN Access Line, each (Provisioning only)	5.00	\$.00 ILDIP
3.	BellSouth® Primary Rate ISDN Interface, ends Voice/Data (Standard) (Note 3)	\$.00	\$375.00 PR71V
1.	BellSouther Primary Rate ISDN B-Channel, coch - Voice/Daki (Standard)	\$.00	\$18.00 PR7BV
5.	HeliSouth® Primary Rate ISDN Telephone Numbers, psr telephone number requested inward and 2-way	5.00	5.20 prote

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CONTRACT SERVICE ARRANGEMENT ACREEMENT

Case Number TN02-B953-00 Option 1 of 1

RATES AND CHARGES

NOTES:

- 1. All applicable rates and regulations for this service as set forth in the Private Line Services Tariff and the General Subscriber Service Tariff are in addition to the rates and regulations contained in this CSA with the exception that volume discounts as outlined in the tariff do not
- 2. The following non-recurring charges will not apply upon initial installation. However, if the service is disconnected prior to the expiration of this C.S.A., then the Subscriber will pay full non-recurring charges as identified below in addition to applicable termination liability charges:

Contract Proporation Charge WGGYF \$307.00 Interface, Volce/Into Option PRTIV \$110.00 B-Channels, Voico/Data Option PR7BV \$ 5.00

- 3. Apply five find User Common Line Charges for each Primary Rate Interface.
- 4. Other rate elements used in the provision of the service may not have been listed herein but can be found in the appropriate BellSouth tariff.

40All trademorks and service marks contained herein are the property of BellSouth Intellectual

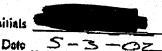
END OF ARRANGEMENT AGREEMENT OPTION 1

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CONTRACT SERVICE ARRANGEMENT AGREEMENT

Case Number 17/02-13953-00 Option 1 of (

Artachment 1

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- 1. Customer and Relisouth acknowledge that various competitive alternatives are available to Carstomer in the State of Tennessee, including competitive alternatives to services provided herein, as evidenced by one or more of the following:
- A. Customer has received offers for comparable services from one or more other service providers. Providers include Adelphie.
- is. Customer is purchasing or has purchased comparable services from one or more other service providers. Providers include Adelphia.
- C. Customer has been contacted by one or more other service providers of comparable services.
- D. Chalomer is aware of one or more other service providers from whom it can currently obtain enniparable services. Providers include Adelphia.
- 2. Customer and BellSouth agree that the Customer's curly termination of the Agreement without cause will result in damages that are indeterminable or difficult to measure as of this date and will result in the charging of fiquidated damages. Customer and BallSouth agree that with regard to services provided within the State of Tennessee, the amount of such liquidated damages shall equal the losser of (A) the sum of the repayment of discounts received during the previous 12 months of the service, the repayment of any pro-rated waived or discounted non-recurring charges set forth in the Notes acction of the Agreement, and the repayment of the pro-rated confract preparation charge set forth in the Notes section of the Agreement; or (B) six percent (6%) of the total Agreement amount, or twenty-four percent (24%) of the average annual revenue for an Agreement with a tenn longer than four (4) years. Notwithstanding any provisions in the Agreement to the contrary, Customer and Bell South agree that with regard to services provided within the Sinte of Tunnessee, this Paragraph of this Addendum sets forth the total amounts of liquidated damages the Customer must pay upon early termination of the Agreement without cause. Customer and BellSouth agree that these amounts represent a reasonable estimate of the damages BellSouth would suffer as a result of such early termination and that these amounts do
- 3. In the event that the Customer terminates this Agreement without cause prior to the expiration of this Agreement, the Customer shall pay a termination charge as specified in Attachment I. Paragraph 2 above of this Agreement. The Customer may request a calculation of the termination charge at any time during the term of this Agreement. Based on the information available at the start of this Agreement, at the end of the first six (6) months of the contract period and for each six (6) month period thereafter, the estimated amount of the termination limbility charge will he \$2,742. In any event, the estimated termination liability charge will not exceed this amount.

Should the Customer elect to terminate this Agreement prior to the expiration date without cause, the actual termination charge will be calculated in accordance with Attachment 1, Paragraph 2 above and based on information available as the time of termination.

4. Except in the case where the Customer assigns this Agreement to a certified reseller in accordance with Parograph 7.(b). Customer may not assign its rights or obligations under this

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Customer Initial

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CONTRACT SERVICE ARRANGEMENT AGREEMENT

Case Number TN02-B953-00

Option 1 of 1

Agreement without the express written consent of the Company and only pursuant to the Attachment 1 conditions contained in the appropriate tariff.

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